

DOCKET NO. FST-CV15-6026844-S : SUPERIOR COURT
CITIMORTGAGE, INC. : J.D. STAMFORD/NORWALK
V. : AT STAMFORD
PRITCHARD, ANDREW H., ET AL : December 31, 2021

APPLICATION FOR WRIT OF AUDITA QUERELA

The Sui Juris Defendant, Andrew H. Pritchard, who is not skilled at law humbly request that the Court recognize Connecticut Practice Book Section 1-8 which states the following:

Sec. 1-8. Rules To Be Liberally Interpreted

The design of these rules being to facilitate business and advance justice, they will be interpreted liberally in any case where it shall be manifest that a strict adherence to them will work surprise or injustice. (P.B. 1978-1997, Sec. 6.)

The Applicant is the Sui Juris Defendant, Andrew H. Pritchard, in the above entitled action. On October 30, 2017 the Plaintiff, Citimortgage Inc., secured and caused to be entered a Judgement against the Defendant for the sum of \$371,283.31. On January 29, 2019 the Appellate Court by Opinion Per Curiam affirmed the judgment. On November 18, 2021, criminally charged Judge Spader Jr. authorized the Committee Deed, and on December 9, 2021 the illegal foreclosure sale of 9 Sylvester Court, Norwalk, CT 06855 for \$1,255,000 was executed.

Current Market Analysis places the property value at \$3,200,000.

The approved Foreclosure sale is 60.78% BELOW the CMA value (grotesque and unjust enrichment).

The Defendant's Equity loss of \$1,950,000.00 is absurd and unjust to cure a \$340,173.31 judgment.

The Plaintiff is at NO financial risk of payment due the significant equity in the property.

There are significant ministerial violations and irregularities throughout this case such as the recusal of Stamford Superior Chief Administrative Judge Genuario (Order #437.01 on 1/27/20) voiding the law of case doctrine in this case; and the July 12, 2021 tree damage to the house (Exhibit #632.00) which the Committee and Judges willfully ignored their ministerial duties in violation of Foreclosure Standing Orders JD-CV-79 and JD-CV-81 by going forward with the illegal September 18, 2021 Foreclosure Sale. *Please Note: After recusal Judge Genuario is active in the case, a ministerial violation.*

On February 5, 2021 Doc. #585.00, fourteen Judges were named in the Defendant's Counterclaim as complicit participants of the Connecticut Corrupt Organizations and Racketeering Activity Act (CORA) CGS 53-393 et seq., Residential Mortgage Fraud CGS 53-379a, CGS 52-218 Jury May Try Facts in Equitable Action, and the US Constitution XIV Amendment Rights Guaranteed "Procedural Due Process: Civil."

On September 10, 2021 Doc. #639.00, fourteen Judges were named in a Motion for Capias pursuant to CGS 54-170 Citizens Arrest in which he "Persons charged" willfully stole the Defendant's property a violation of CGS 53a-119 Larceny, CGS 53a-121 Value of Property & CGS 47-30 Ejectment. Set-off of Defendant's improvements; ignored the violations of CGS 53-379a Residential Mortgage Fraud by the Plaintiff, Citimortgage Inc.; are in violation of the Connecticut Corrupt Organizations and Racketeering Activity Act (CORA) CGS 53-393 et seq.; and willfully ignored Judicial Code Canon 1 & Canon 2 failing to charge for the obvious a violation of 18 U.S. Code 4 – Misprision of felony.

Please note: In November 2000, the State of Connecticut terminated Section 25 "Sheriffs" from the Connecticut Constitution abdicating those powers back to the people; thus, the reason the Defendant filed the Motion for Capias pursuant to CGS 54-170 Citizens Arrest.

Criminally charged Judge Spader Jr. has over 80+ Orders in this case and the Defendant has not attended a single hearing even after request for argument and CGS 52-218 Trial by Jury have been requested. Judge Spader Jr. has willfully violated his ministerial duties as a judge and as a complicit participant of the Connecticut Corrupt Organizations and Racketeering Activity Act (CORA) CGS 53-393 et seq.

Most recently on December 27, 2021, criminally charged Judge Spader Jr.'s Order #730.01 denied the Discovery and Interrogatories as per CGS 52-351b required by law, a ministerial violation (see attached).

The Code of Judicial Conduct require any Judge named as a party in a Counterclaim and/or a Motion for Capias in a case cannot continue ruling on the case and especially those motions involving the named judge.

A willful and malicious injury is inflicted intentionally without just cause or excuse. Both terms — willful and malicious — imply intent. Both the act and the resulting injury must be intentional. The intentional injury aspect may be satisfied if the resulting harm was the direct and natural consequence of the intended act (Markey v. Santangelo, 195 Conn. 76).

Willful misconduct shows willful disregard of someone's interest, such as deliberate violations of procedure or of expected standards of behavior. It includes deliberate disobedience or the intentional violation of a known rule (Todd v. Administrator of Unemployment, 5 Conn. App. 309).

Felix v. Hall-Brooke Sanitarium, 140 Conn. 496, 501, 101 A.2d 500 (1953). "No more elementary statement concerning the judiciary can be made than that the conduct of the trial judge must be characterized by the highest degree of impartiality. If he departs from this standard, he casts serious reflection upon the system of which he is a part."

The Supreme Court has ruled and has reaffirmed the principle that "justice must satisfy the appearance of justice", Levine v. United States, 362 U.S. 610, 80 S.Ct. 1038 (1960), citing Offutt v. United States, 348 U.S. 11, 14, 75 S.Ct. 11, 13 (1954).

Caselaw Audita querela

"Audita querela is a remedy granted in favor of one against whom execution has issued on a judgment, the enforcement of which would be contrary to justice because of (1) matters arising subsequent to its rendition, or (2) prior existing defenses that were not available to the judgment debtor in the original action, or (3) the judgment creditor's fraudulent conduct or circumstances over which the judgment debtor had no control. Ballentine's Law Dictionary (3d Ed. 1969)." Oakland Heights Mobile Park, Inc. v. Simon, 40 Conn. App. 30, 32, 668 A.2d 737, 739 (1995).

"...the writ of audita querela was found to be for use in civil matters when enforcement of a judgment would be contrary to the ends of justice due to matters that have arisen since its rendition." State v. Cotto, 111 Conn. App. 818, 820, 960 A.2d 1113, 1114 (2008).

"Audita querela is a limited and extraordinary legal remedy, based on equity, to inhibit the unconscionable use of a lawful judgment because of matters arising subsequent to the judgment. . . . The broad issue becomes not comparative inconvenience but comparative hardship. . . . Courts have a longstanding general power of equity to afford relief against unreasonable conduct even when the activity is otherwise lawful. . . . Equity is a system of positive jurisprudence founded on established principles and adaptable to new circumstances not remediable at law." Westfarms Associates v. Kathy-John's, Inc., Superior Court, Judicial District of Hartford-New Britain at Hartford,

Housing Session, No. SPH 851130901 733 (March 17, 1986) (1986 Conn. Super. Lexis 51) (1986 WL 400555).

"Our Supreme Court has recognized the viability of the writ of audita querela in a non-housing matter, namely, Ames v. Sears, Roebuck & Co., 206 Conn. 16 (1988).

In support of this Application, Defendant represents the following:

The Truth cannot be covered up by complicit CORA participants.

CitiMortgage Inc. has NO STANDING and has committed a criminal conversion through constructive fraud (see attached).

The Defendant has significant material equity evidence produced after Summary Judgment on October 30, 2017 (after the Appeal).

- 1) Note Sold 4 or more time (Subject Matters Jurisdiction)...Judges Genuario (recused himself after threats to Defendant), Lee, Tierney, & Spader, Jr. rulings.
- 2) Two Fraudulent Assignments as per document companies and proof of sale of note 4 times to different owners...Judge Lee Rulings.
- 3) EMAP Certification Mail Fraud witnessed by Postal Agent with EMAP Compliance filed a year after complaint filed...Judge Mottolese ruling.
- 4) Fraudulent Affidavit of Debt due to invalid Notary as per the State of Arizona Secretary of State and Attorney General Investigation of the document used as the basis under protest by Defendant for Summary Judgment in this case. Citimortgage Inc. has a long well documented history of Mortgage Fraud with Fraudulent Notarizations...Judge Spader, Jr. ruling on 10/13/2020.
- 5) Attorney Peter A. Ventre of McCalla Raymer Leibert Pierce, LLC files over a year later the redacted (omission fraud) Notice of Compliance Doc. No.: 279.00 dated August 13, 2018. The next day he files his Appellate Brief. Then, Peter Ventre gave fraudulent testimony before the Appellate Court being in compliance with the Court Order regarding discovery as of October 30, 2017...Judge Kavanewsky, Jr. ruling at Remote Hearing 1/12/2021 without Peter Ventre or Andrew Pritchard present.
- 6) Fraudulent Appraisals that have damage my home value and those in my surrounding community.

- 7) Cenlar FSB has started a Foreclosure suit stating there is a different owner of the note.
- 8) On January 27, 2020, Chief Administrative Judge Genuario recusal from case for bias, past orders void.
- 9) On December 30, 2020, Recused Judge Genuario schedules his childhood friend, Law Partner and fellow Judge Kavanewsky Jr. for Motion for Contempt of Peter Ventre Doc. #496.00 and Motion for Contempt of Victoria L. Forecella Doc. #558.00, obvious complicity.
- 10) On February 5, 2021, fourteen Judges are named as parties in the Counterclaim by the Defendant, Andrew H. Pritchard, as complicit participants.
- 11) On February 22, 2021, Judge Kavanewsky Jr. while being a party of the Counterclaim denies the Counterclaim an obvious violation of Judicial Conduct.
- 12) On July 12, 2021, a massive tree falls on and damages the house. The Committee and Plaintiff are notified immediately.
- 13) On September 10, 2021, the Defendant files Motion for Capias pursuant to CGS 54-170 Arrest without warrant of 14 judges and other CORA Act CGS 53-393 participants.
- 14) On September 18, 2021, the Committee executes a Foreclosure Sale in violation of Standing Foreclosure Orders JD-CV-79 and JD-CV-81; plus, ignoring the fallen tree and damage still not repaired due to insurance delays with the bank.
- 15) On September 29, 2021, Judge Blawie denied the Motion for Capias without required explanation which is shocking when you consider that the charges are against 14 Judges in his District. The issue of bias was brought before Judge Blawie in Court.
- 16) On October 13, 2021, the Defendant files Motion for Capias pursuant to CGS 54-170 Arrest without warrant of 15 judges and other CORA Act CGS 53-393 participants, adding Chief Administrative Judge John Blawie for obvious complicity.
- 17) On October 18, 2021, Judge Blawie denies the Motion for Disqualification of Judicial Authority of Judge Spader Jr without required hearing or explanation.
Please Note: Judge Blawie stated in September 27, 2021 hearing that he does

do anything in Civil Court.

- 18) On October 20, 2021, Judge Blawie denies the Motion for Disqualification of Judicial Authority of HIMSELF without required hearing or explanation. Please Note: Judge Blawie stated in September 27, 2021 hearing that he does not do anything in Civil Court.
- 19) On October 22, 2021, Judge Spader Jr. denies a second Motion for Disqualification of Judicial Authority of Judge Blawie without required hearing or explanation. Judge Spader Jr. returned the favor to Judge Blawie, and was set to take out the Defendant.
- 20) On October 28, 2021, Judge Spader Jr. approves the Foreclosure Sale for \$1,255,000 only 48.07% of the fraudulent \$2,600,000 Court Appraisal; thus, stealing \$1,350,000 from the Defendant (Unjust Enrichment). This is lower than a prior sale that was rejected for being low sale price. The True Value of the home is \$3,200,000+; so the theft is \$1,950,000!! This is the financial harm that Judge Genuario threatened Defendant, Andrew H. Pritchard, with being executed by the complicit CORA Judges. Please note: Judge Spader Jr. has 68 Orders on this case in which the Defendant has never been before him.
- 21) On December 9, 2021, the Committee filed Notice to All Parties of Sale/Closing with LD Properties LLC, David Chen (see Doc. #727.00). This transaction is a violation of CGS 53a-119 Larceny, CGS 53a-121 Value of Property and CGS 47-30 Ejectment. Set-off of defendant's improvements of \$9,159,430 filed with the UCC (see Doc. #330.00, #640.00 & #641.00).
- 22) On December 13, 2021, Judge Spader Jr. while being a party of the Counterclaim denies the Counterclaim Doc. #700.00 an obvious violation of Judicial Conduct.
- 23) On December 20, 2021, Defendant files Motion for Capias naming buyer LD Properties, LLC, David Chen.
- 24) On December 21, 2021, illegal Eviction Notice was served by Attorney John R. Hall of Lovejoy & Rimer, PC representing LD Properties LLC, David Chen (see Doc. # 742.00).
- 25) On December 22, 2021, Motion for Capias and amended Counterclaim filed

referencing the \$9,159,430 UCC lien not cured.

- 26) On December 27, 2021, Judge Spader Jr. while being a party of the Counterclaim rejects the Counterclaim Doc. #729.00, #740.00 and #754.00 an obvious violation of Judicial Conduct. *Please note: Judge Spader Jr. has filed 80+ Orders in the case without the Defendant ever being before him; and 44 of those orders are after he was named a party in the Counterclaim.*
- 27) The complete court record proves more violations. There are still open orders on this case (see below).

DOCKET NO: FSTCV156026844S
CITIMORTGAGE INC.
V.
PRITCHARD, ANDREW H Et Al

ORDER 409106
SUPERIOR COURT
JUDICIAL DISTRICT OF STAMFORD
AT STAMFORD
8/13/2019

ORDER

ORDER REGARDING:
08/07/2019 335.00 OBJECTION

No Counsel Present. No Parties Present.

The foregoing, having been considered by the Court, is hereby:

ORDER:

The August 9, 2019 order #335.01 is vacated nunc pro tunc.

Judicial Notice (JDNO) was sent regarding this order.

409106

Judge: KEVIN TIERNEY
Processed by: Eileen Condon

This document may be signed or verified electronically and has the same validity and status as a document with a physical (pen-to-paper) signature. For more information, see Section I.E. of the *State of Connecticut Superior Court E-Services Procedures and Technical Standards* (<https://jud.ct.gov/external/super/E-Services/e-standards.pdf>), section 51-193c of the Connecticut General Statutes and Connecticut Practice Book Section 4-4.

DOCKET NO: FSTCV156026844S

SUPERIOR COURT

ORDER 409106

CITIMORTGAGE INC.

V.

PRITCHARD, ANDREW H Et Al

JUDICIAL DISTRICT OF STAMFORD
AT STAMFORD

3/13/2020

ORDER

ORDER REGARDING:

03/02/2020 476.00 REQUEST TO AMEND AND AMENDMENT

All Parties Present.

The foregoing, having been heard by the Court, is hereby:

ORDER:

The court has examined two prior motions to open and vacate judgment (#442.00) and its amendment (#465.00). The allegations in paragraphs 1 through 4 of this Request to Amend and Amendment (#476.00) are identical to those two prior motions. Paragraph 5 of Request (#476.00) is different.

The court finds that this Request to Amend and Amendment (#476.00) raises entirely different issues than contained in the two prior motions #442.00 and #465.00.

The court orders that a separate hearing shall be held on Request #476.00, separate and apart from any hearing on motions #442.00 and #465.00.

Any party may reclaim either or both motions to open and vacate judgment for hearings.

Judicial Notice (JDNO) was sent regarding this order.

409106

Judge: KEVIN TIERNEY
Processed by: Eric Ciardiello

This document may be signed or verified electronically and has the same validity and status as a document with a physical (pen-to-paper) signature. For more information, see Section I.E. of the *State of Connecticut Superior Court E-Services Procedures and Technical Standards* (<https://jud.ct.gov/external/super/E-Services/e-standards.pdf>), section 51-193c of the Connecticut General Statutes and Connecticut Practice Book Section 4-4.

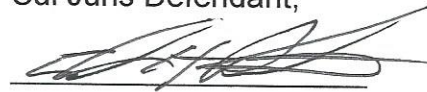
The significant irregularities by judges and others, the Counterclaim naming judges, and the Motion for Capias charging judges with criminal acts require a jury trial as per CGS 52-218 and the Connecticut Constitution Section 21 "The right of trial by jury shall remain inviolate".

Wherefore, the Applicant/Defendant requests the court:

- 1) The Court direct the issuance of the Writ of Audita Querela against the Plaintiff, and hearing on such writ be set and heard February 28, 2020 by a Judge that is not named in the Counterclaim or Motion for Capias due to judicial bias.
- 2) Pending hearing above, and pursuant to the Writ of Audita Querela, all proceedings aforementioned under the Writ of Audita Querela be stayed; and
- 3) On that hearing, the judgment be opened and vacated so that a trial by jury hearing may be set for the Motion for Capias and the Counterclaim.

Thank you for your time and consideration with this matter.

Sui Juris Defendant,

A handwritten signature in black ink, appearing to read 'Andrew H. Pritchard', written over a horizontal line.

Andrew H. Pritchard

CITIMORTGAGE INC. v. PRITCHARD, ANDREW H Et Al (CASE FST-CV15-6026844-S)

**CGS 53-379a Residential Mortgage Fraud,
Violation of Reg. Z of Truth in Lending Act Section 131(g), CGS 49-10
(d,e,f,g) "Assignment Requirements", CGS 47-36aa(d) "Validation of
Conveyance Defects" & CGS 42a-9-203 "Attachment and Enforceability of
Security Interest"... (No "PERFECTION")**

As of February 9, 2019

Owners of Note

Date: June 14, 2013
CMLTI Asset Trust
388 Greenwich St., 14th Floor
New York, NY 10013

Date: December 27, 2013
CMLTI Asset Trust
1901 E. Voorhees St., Suite C
Danville, IL 61834

Date: February 27, 2014
Citigroup Mortgage Loan Trust
2014-A
20 Montchanin Road, Suite 180
Greenville, DE 19807

Date: January 28, 2015
CMLTI Asset Trust
P.O. Box 2026
Flint, MI 48501-2026

Date: on June 10, 2019
Cenlar confirms:
Citi Bank Agency & Trust

Servicers/Original Owner

Date: Note Created July 28, 2003
Citimortgage, Inc.
12855 North Outer 40 Drive
Saint Louis, MO 63141

***Citimortgage Inc. has sold
the same Note 4 Times or
even more (Fraud)!***

Buys Note on January 28, 2015 from CMLTI
Asset Trust (Flint, MI) as per **Fraudulent
Assignment**

Date: April 1, 2019
CENLAR,
Central Loan Administration & Reporting
P.O. Box 77404
Ewing, NJ 08268
*Please Note: CENLAR has started a
foreclosure action against Defendant*

Harm/Damages: Citimortgage Inc. continues with the same methods that caused the Mortgage Crisis and even gave us the movie "The Big Short". The damages to my neighbors, and town are significant. Personally, the damage from this groundless and vexatious law suit has irreparably harmed my family, reputation, property value and will be never ending. There is no telling how many times my note has been sold, and when the next suit will start. Property Rights are a sacred part of the Constitution.

* Sent + Received -
Certified Mail
AP

DOCKET NO: FSTCV156026844S
CITIMORTGAGE INC. V. PRITCHARD, ANDREW H Et Al
SUPERIOR COURT
JUDICIAL DISTRICT OF STAMFORD AT STAMFORD

Creditor: Citimortgage Inc.

Represented by: MCCALLA RAYMER LEIBERT PIERCE LLC (101589)
50 WESTON STREET
HARTFORD, CT 06120

Debtor: Andrew and Bridget Pritchard
9 Sylvester Court
Norwalk, CT 06855

The Stamford Superior Court on May 24, 2021 rendered judgment for debt of \$340,173.31.

Today's Date: November 8, 2021

- To the Plaintiff:

Because the Plaintiff's Affidavit of Summary Judgment and Affidavit of Debt are invalid due the Arizona Notary being non-compliant as per State investigation regarding this case, the Defendant request delivery of GAAP Audited financials of any and all entries related to the mortgage account.

Because has been sold four times, the Defendant requests documentation for all transactions as per CGS 49-10.

Since, Citimortgage Inc. is not incorporated in Connecticut, the Defendant requests all UCC Liens and filings related to the property.

Since the mortgage matured in July 2018, the Defendant requests delivery of all accounting entries related with the mortgage maturation as per OCC rules and regulations.

Cenlar FSB acquired Citimortgage Inc., the Defendant request GAAP Audited financials related to the mortgage account.

Interrogatories as per CGS 52-351b

Does the Plaintiff recognize the two different copies of the mortgage note that it supplied to the Superior Court and the Appellate Court?

Does the Plaintiff acknowledge that on both the copies of the mortgage note they are stamped with "WITHOUT RECOURSE ON US Citimortgage Inc."?

Pursuant to CGS Sec. 42a-3-415 Obligation of endorser, CGS Sec. 42a-3-503 Notice of dishonor, and CGS Sec. 42a 605 Discharge of endorsers and accommodation parties, does the Plaintiff recognize that Citimortgage Inc. cannot claim the two proffered copies of the note when it is endorsed "WITHOUT RECOURSE TO US Citimortgage inc."?

Pursuant to CGS Sec. 42a-3-415 Obligation of endorser, CGS Sec. 42a-3-503 Notice of dishonor, and CGS Sec. 42a 605 Discharge of endorsers and accommodation parties, does the Plaintiff recognize that Citimortgage Inc. must have follow on endorsements/allonges on the note when it is endorsed "WITHOUT RECOURSE TO US Citimortgage inc." for Citimortgage Inc. to make a Claim?

Pursuant to CGS Sec. 42a-3-415 Obligation of endorser, CGS Sec. 42a-3-503 Notice of dishonor, and CGS Sec. 42a 605 Discharge of endorsers and accommodation parties, does the Plaintiff recognize that Citimortgage Inc. has ZERO VALUE holding a note when it is endorsed "WITHOUT RECOURSE TO US Citimortgage inc."?

Pursuant to CGS Sec. 42a-3-415 Obligation of endorser, CGS Sec. 42a-3-503 Notice of dishonor, and CGS Sec. 42a 605 Discharge of endorsers and accommodation parties, does the Plaintiff recognize that Citimortgage Inc. with the note endorsed "WITHOUT RECOURSE TO US Citimortgage inc." is the same as a cancelled/used/executed check that cannot be used again by Citimortgage Inc.?

Pursuant to CGS Sec. 42a-3-415 Obligation of endorser, CGS Sec. 42a-3-503 Notice of dishonor, and CGS Sec. 42a 605 Discharge of endorsers and accommodation parties, does the Plaintiff recognize that Citimortgage Inc. with the note endorsed "WITHOUT RECOURSE TO US Citimortgage inc." that the note was paid for and then endorsed with "WITHOUT RECOURSE TO US Citimortgage inc." so they cannot sell it again?

Does the Plaintiff recognize the requirements of CGS 47-30?

Does the Plaintiff recognize the Defendant's Claim under CGS 47-30?

Because the Plaintiff's Affidavit of Summary Judgment and Affidavit of Debt are invalid due the Arizona Notary being non-compliant as per State investigation regarding this case, will the Plaintiff deliver GAAP Audited financials of any and all entries related to the mortgage account?

Will the Plaintiff deliver proof of all transactions as per CGS 49-10 to validate a clean chain of title ("perfection")?

Is Citimortgage Inc. incorporated in Connecticut?

Will the Plaintiff deliver all UCC Liens and filings related to the property?

The Mortgage matured in July 2018, will the Plaintiff deliver all financial entries associated with the mortgage maturation as per OCC rules and regulations?

Cenlar FSB acquired Citimortgage Inc and has never filed an appearance in the case, will the Plaintiff deliver GAAP Audited financials related to the mortgage note transaction?

Sec. 52-361b. Notification of judgment debtor's rights. Claim for exemption or modification.

(a) A property execution pursuant to section 52-356a to be levied on property of a judgment debtor who is a natural person shall be accompanied by a conspicuous notice

in clear and simple language of judgment debtor rights, on a prescribed exemption claim form containing (1) a checklist and description of the most common classes of personal property which are exempt from execution, with a citation to the statutory authority for each class, (2) the name and address of the third person, if any, served with the execution, and a statement of the procedure, pursuant to this section, for claiming such an exemption and the time within which such a claim should be made, (3) a statement of the right of consumer judgment debtors to request an installment payment order staying execution pursuant to section 52-356d, and (4) a statement that pursuant to section 52-212, a judgment debtor may, for reasonable cause, move that the judgment be set aside within four months of rendition.

(b) A wage execution shall be accompanied by a conspicuous notice in clear and simple language of judgment debtor rights, on a prescribed exemption claim form containing (1) a checklist and description of the most common classes of earnings which are exempt from execution, with a citation to the statutory authority for each class, and a statement of the procedure, pursuant to this section, for claiming such an exemption, (2) a statement of the specific dollar amount of the statutory exemption of earnings from execution pursuant to subdivision (2) of subsection (f) of section 52-361a and a statement that the weekly amount of the levy may not exceed twenty-five per cent of the employee's weekly disposable earnings, (3) notice to the judgment debtor that he may seek modification of the execution as provided by subsection (d) of this section, and (4) notice that pursuant to section 52-212 a judgment debtor may, for reasonable cause, move that the judgment be set aside within four months of rendition.

(c) The form for initial interrogatories prescribed by section 52-351b shall be accompanied by a conspicuous notice of rights in clear and simple language, (1) notifying the person served that with respect to assets, he is required to reveal information concerning the amount, nature and location of the judgment debtor's assets up to an amount clearly sufficient in value to ensure full satisfaction of the judgment with interest and costs and that pursuant to section 52-400a he may apply to the court for protection from annoyance, embarrassment, oppression, or undue burden or expense, and (2) containing a list and description of the most common classes of personal property which are exempt from execution, with a citation to the statutory authority for each class.

(d) Except as provided in section 52-367b, a judgment debtor may claim an exemption as to property or earnings sought to be levied on, or may seek a modification of a wage execution, in a supplemental proceeding to the original action by return of a signed exemption claim form, indicating the property or earnings claimed to be exempt or the nature of the claim for modification being made, the class of any exemption claimed, and the name and address of any employer, or other person holding such property or earnings, to the Superior Court. Any claim with respect to a personal property execution

under section 52-356a shall be returned within twenty days after levy on such property. On receipt of the claim, the clerk of the court shall promptly set the matter for a short calendar hearing and give notice of the exemption or modification claimed and the hearing date to all parties and to any employer or other third person holding such property or earnings.

(e) Pending the hearing, the execution against the property shall be stayed. Such property, other than earnings, shall continue to be held by the person in possession subject to the determination of the court. No earnings claimed to be exempt or subject to a claim for modification may be withheld from any employee until determination of the claim.

(f) The court shall promptly hear and determine all such claims.

(g) Failure by a judgment debtor to file a claim under this section shall not relieve the judgment creditor or levying officer from liability for return of any exempt property which has been levied on or for payment to the judgment debtor of any proceeds realized from the sale thereof, provided title to any such exempt property sold at an execution sale shall remain in any bona fide purchaser thereof.

(h) If a levying officer is in doubt as to whether certain property necessary to satisfy a judgment is exempt, he may certify the question of exemption to the court for a hearing and determination pursuant to this section.

Thank you for your time and consideration with this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Andrew H. Pritchard', with a stylized, cursive flourish at the end.

Andrew H. Pritchard

Defendant

ORDER

The foregoing Application for Writ of Audita Querela having been heard by the Court, it is hereby ORDERED:

Granted/Denied

By The Court

Judge / Clerk

CERTIFICATE OF SERVICE

I certify that a copy of this objection was sent to all appearing pro se parties and counsel of record by mailing a copy via US Postal service to:

MCCALLA RAYMER LEIBERT PIERCE LLC (101589)
50 WESTON STREET
HARTFORD, CT 06120

AAG GARY G WILLIAMS (403967)
ATTY GEN-COLLECTIONS
PO BOX 120
Hartford, CT 06141

UNITED STATES ATTORNEY (065028)
DISTRICT OF CONNECTICUT
157 CHURCH ST 25TH FL
NEW HAVEN, CT 06510

CENLAR, CENTRAL LOAN ADMINISTRATION & REPORTING
P.O.BOX 77404
EWING, NJ 08628

A handwritten signature in black ink, appearing to read 'Andrew H. Pritchard', is written over a horizontal line.

Andrew H. Pritchard